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Steve Bolton, Pro Se'  
7542 Splashing Rock Dr.  
Las Vegas, NV. 89131  
702-772-9807  
sболton7@centurylink.net

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

Steve Bolton Pro Se'  
Plaintiff

V.

Case No: 2:11-CV-00387-JCM-RJJ

Guglielmo & Assoc.  
Defendant

**Summary Judgment**

Discover Financial Services a.k.a DFS  
Services, Discover Card, NB Holding et al,  
Discover Bank  
Co-Defendant  
Does 1 through 10

**PLAINTIFF'S MEMORANDUM IN SUPPORT OF SUMMARY  
JUDGMENT**

**Comes now** the Plaintiff Steve Bolton:

Plaintiff, Defendant and Co-Defendant entered into a settlement agreement in which this Federal lawsuit, a lower Justice Court lawsuit and correction to Plaintiff's credit report was agreed upon. See Exhibit F. The Defendant and Co-Defendants have not acted in good faith by maliciously refusing to comply with the Settlement Agreement leaving the Plaintiff no choice but to seek Justice in this Honorable Federal court.

Under section 2(B) of the Settlement Agreement, within 7 days of the signing of the Agreement, payment was to be made. All parties signed and the check was cashed on 5/16/2011.

Under section 2(C) of the Settlement Agreement, both the Federal action and the Justice Court lawsuit were to be Dismissed with Prejudice. On May 27<sup>th</sup>. Defendant filed the Dismissal for the Federal Complaint with the Federal Clerk. In order to file the order Dismissing the Federal Lawsuit, the Defendant had to have had the signed Settlement Agreement because their signature and the Plaintiff's signature was on the document. See Exhibit G. To date, the Defendant has

NOT filed the order Dismissing the Justice Court action. The Defendant is operating with Malice, unjust enrichment and intent to defraud Plaintiff by immediately filing the order Dismissing Plaintiffs' Federal complaint while at the same time hoping to receive Summary Judgment of the Justice Court after signing the Settlement Agreement.

Under section 2(D) of the Settlement Agreement, Co-Defendant was to report to four Credit Reporting Agencies (Trans Union, Equifax, Experian and Innovis) within seven days that the account is closed with a "\$0 balance currently owing." To date, Plaintiff has contacted Co-Defendant and their council on numerous occasions asking for them to report to the Credit Reporting Agencies according to the Settlement Agreement. The Co-Defendant had Seven days to complete their task. Co-Defendants council has sent me an email stating that the Co-Defendant has in fact reported to the Credit Reporting Agencies the updated information to which the Plaintiff simply asked council to forward that document and Plaintiff could resolve the Erroneous and Inaccurate reporting directly with the agencies. See Exhibit H. However, as of this date, Co-Defendant has refused to comply with their end of the Settlement Agreement causing severe stress and civil rights violations to the Plaintiff. Co-Defendant's Erroneous and Inaccurate Reporting is showing a NEGATIVE impact on Plaintiff's credit score: **"DISCOVER FIN SVCS LLC Payment status Derogatory Charged-off impact on scores High"**.

**WHEREFORE**, The Defendant has violated the DCPA and the Plaintiffs rights under the law The Defendant has damaged the Plaintiff both monetarily and emotionally. Plaintiff demands judgment for punitive damages for \$50,000.00 along with \$4,000.00 for their violations of DCPA and any other damages the court deems permissible.

**WHEREFORE**, the Co-Defendant has violated the Fair Credit Reporting Act. Plaintiff demands Judgment in the amount of \$2,640,000.00, plus all costs of this action along with punitive damages in the amount of \$50,000.00, for their violations of FCRA and any other damages the court deems permissible.

### **Summation**

56 Plaintiff has a signed Settlement Agreement with the Defendant and Co-Defendant. The  
57 Defendant and Co-Defendants have not acted in good faith by maliciously refusing to comply  
58 with the Settlement Agreement leaving the Plaintiff no choice but to seek Justice in this  
59 Honorable Federal court. Therefore the Defendant has left the Justice court Summary Judgment  
60 action open to unjustly enrich them against the Plaintiff. Co-Defendant has been reporting  
61 erroneous and inaccurate information on the Plaintiff's credit reports and the Co-Defendant has  
62 failed to provide proof of the correction as requested by the Plaintiff. The Plaintiff now has a  
63 negatively impacted credit score as of this date and has been denied credit and/or denied credit at  
64 reasonable rates because of the willful noncompliance and negligent actions of erroneous and  
65 inaccurate reporting and/or inaction's of the Co-Defendant. Co-Defendant has not only violated  
66 the Plaintiff's civil rights but damaged the Plaintiff both monetarily and emotionally.

67  
68  
69 Respectfully submitted this 21<sup>st</sup> Day of June, 2011.

70  
71 

72 Steve Bolton  
73 7542 Splashing Rock Dr.  
74 Las Vegas, NV. 89131  
75 702-772-9807  
76 sbolton7@centurylink.net  
77

78  
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80  
81  
82  
83  
84  
85 **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the forgoing complaint/summons Bolton vs. Guglielmo & Assoc  
Defendant at 3376 S Eastern Ave Ste 188A, Las Vegas, NV 89169 has been served upon the  
Defendant via process server along with the Co-Defendant DISCOVER BANK Co-Defendant  
has been served at their registered agent's place of business at 2500 Lake Cook Rd.,  
Riverwoods, IL 60015-3851, on or about 21<sup>ST</sup> day of ~~March~~<sup>JUNE</sup>, 2011 with affidavit of  
service by Process Service Receipt to be submitted to the Clerk of the Court.



Steve Bolton  
7542 Splashing Rock Dr.  
Las Vegas, NV. 89131  
702-772-9807  
sbolton7@centurylink.net

**GUGLIELMO & ASSOCIATES**

**Sophia K. Cione**  
Nevada Bar #10002  
3376 S Eastern Avenue Ste 188-A  
Las Vegas NV 89169  
(702)889-6009  
Attorney for Plaintiff

Justice Court, Las Vegas Township

**Clark County, Nevada**

## Discover Bank

Plaintiff

**VS.**

**Steve Bolton Jane/John Doe Bolton (if married)**

**Defendant(s)**

**Case No.: 10C-036769**

**Dept No.:**

### STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

COMES NOW, Plaintiff and Defendants, Steve Bolton, and hereby agree and stipulate that the above-entitled action may be dismissed as to all claims against all parties, with prejudice, each of the parties to pay their own costs and attorney's fees incurred herein.

**DATED April 14, 2011.**

**GUGLIELMO & ASSOCIATES**

**Sophia K. Cione**  
Nevada Bar #10002  
3376 S Eastern Avenue Ste 188-A  
Las Vegas NV 89169  
(702)889-6009  
Attorney for Plaintiff

**Steve Bolton**  
**Defendant**

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## JUSTICE OF THE PEACE

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

STEVE BOLTON PRO SE'

Plaintiff,

vs.

GUGLIELMO & ASSOC.; DISCOVER  
FINANCIAL SERVICES a.k.a DFS  
SERVICES, DISCOVER CARD, NB  
HOLDING ET AL, DISCOVER BANK,

Defendants.

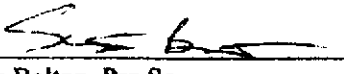
Case No. 2:11-cv-00387

**VOLUNTARY ORDER OF DISMISSAL  
WITH PREJUDICE AND WITHOUT  
COSTS OR FEES**

Plaintiff herein, Steve Bolton, having resolved all issues with Defendants and the Court otherwise being fully informed in the premises:

IT IS HEREBY ORDERED that the captioned matter be, and hereby is, voluntarily dismissed with prejudice and without costs or fees to any party.

\_\_\_\_\_  
U.S. District Court Judge

By:   
Steven Bolton, Pro Se  
7542 Splashing Rock Dr.  
Las Vegas, NV 89131

### **SETTLEMENT AND RELEASE AGREEMENT**

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made by and among DB Servicing Corporation, as Successor to DFS Services LLC, formerly known as Discover Financial Services, Inc. ("DFS"), a Delaware corporation whose principal place of business is 2500 Lake Cook Road, Riverwoods, IL 60015, Guglielmo & Associates, PLLC ("Guglielmo"), an Arizona professional limited liability company that conducts business at 3376 S. Eastern Avenue, Suite 188A, Las Vegas, NV 89169 and Steve Bolton ("Bolton"), a Nevada resident whose address is 7542 Splashing Rock Dr., Las Vegas, NV 89131. This Agreement is effective as of the date all signatories have executed the same.

#### **RECITALS**

A. Bolton had a Discover®Card account ending in 2388 (the "Account") which was closed by DFS.

B. On or about December 23, 2010, Guglielmo filed a civil action on behalf of Discover in the Justice Court, Las Vegas Township in Clark County, Nevada, case #10C-036769 (the "State Action") alleging Bolton owed money on the Account.

C. Bolton denies the allegations in the State Action.

D. On March 14, 2011, Bolton filed a civil action against DFS and Guglielmo in the U.S. District Court for the District of Nevada, case #2:11-cv-00387-JCM-RJJ (the "Federal Action") alleging violation of the Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

E. DFS and Guglielmo both deny the allegations in the Federal Action.

F. Bolton, DFS and Guglielmo wish to resolve the State Action, the Federal Action and all other disputes they may have with each other upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the adequacy of which is hereby acknowledged, the parties agree as follows:

#### **1. GENERAL PROVISIONS**

A. Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

B. No Admission. This Agreement is a settlement agreement. Bolton acknowledges that nothing herein shall be considered as an admission of any liability or responsibility for, or the correctness of, any of the allegations or claims which were or may have been asserted by Bolton against DFS or Guglielmo, including but not limited to, anything alleged in the Federal Action, or that could be asserted by counterclaim in the State Action.

2. RELEASE, PAYMENT, DISMISSAL OF ACTIONS, REPORTING REQUIREMENTS & TERMINATION OF RELATIONSHIP

A. Release. Bolton on behalf of himself, spouse, children, and any other person or entity complaining by or on his behalf, in any manner, hereby forever releases, discharges, acquits and holds DFS and Guglielmo, and their directors, shareholders, officers, employees, attorneys, subsidiaries, parent companies, affiliates (including, but not limited to Discover Bank), and agents harmless without limitation, from any and all claims, injuries or causes of action, whether known or unknown, which may exist or could have been brought as of the date of the execution of this Agreement, and specifically relating to all facts or causes of action alleged in the Federal Action or could have been alleged by counterclaim in the State Action.

DFS and Guglielmo, and their directors, shareholders, officers, employees, attorneys, subsidiaries, parent companies, affiliates (including, but not limited to Discover Bank), and agents on their behalf, in any manner, hereby forever releases, discharges, acquits and holds Bolton, spouse, children, and any other person or entity complaining by or on their behalf, in any manner, hereby forever releases, discharges, acquits and holds Bolton harmless without limitation, from any and all claims, injuries or causes of action, whether known or unknown, which may exist or could have been brought as of the date of the execution of this Agreement, and specifically relating to all facts or causes of action alleged in the State Action.

B. Payment. Upon the execution and delivery of this Agreement, Bolton shall, within seven (7) days, make a one-time lump-sum payment by certified funds or cashiers' check in the amount of one thousand dollars (\$1,000.00) made payable to DB Servicing Corporation.

C. Dismissal of Actions. Upon receipt of the payment required under Section 2(B) of this Agreement, and prior to DFS depositing, cashing or transferring the same, Guglielmo shall deliver to Bolton an executed copy of the Stipulated Order of Dismissal With Prejudice and Without Costs Or Fees of the State Action that is attached as Exhibit 1 and Bolton a Voluntary Order of Dismissal With Prejudice and Without Costs or Fees of the Federal Action attached as Exhibit 2 (the "Orders"). DFS and Bolton shall be authorized to immediately file the same.

D. Reporting Requirements. Upon receipt of payment, DFS shall report to four (4) credit reporting agencies ("CRAs") (Trans Union, Equifax, Experian and Innovis) that Bolton's account reflects "\$0 balance currently is owing." Bolton acknowledges and agrees DFS or Guglielmo will have no further reporting obligations to the CRAs, nor any obligation to clear up or correct any negative information previously reported to the CRAs. Bolton further acknowledges and agrees DFS and Guglielmo have no control how the CRAs will report the information furnished by DFS and that all further reporting issues will be handled by Bolton directly with the CRAs and not DFS or Guglielmo.

E. Termination of Relationship. Bolton (and his spouse) agree to never apply for a Discover®Card, or allow himself (or his spouse) to be listed as an authorized user on any other person's Discover®Card account. Bolton acknowledges that in the future, he may receive solicitations from Discover. Bolton agrees to disregard any such solicitation and understands that any solicitation inadvertently directed to him should not be construed as an invitation to



apply for or accept a Discover®Card or any credit card from any of Discover's parent corporations. Further, any such solicitation does not waive the covenants contained in this Agreement, nor shall such solicitation be construed to violate any consumer protection or advertising laws.

3. MISCELLANEOUS TERMS

A. Governing Law; Binding Effect. This Agreement shall be governed and construed by the laws of the State of Nevada without regard to the rules of conflicts thereto. It shall be binding upon and shall insure to the benefit of all of the parties involved and their successors and assigns, if any.


B. Knowing Execution. Bolton confirms that he has read this Agreement and understands its terms. He further confirms that he has had the benefit and advice of any professional(s) he deems necessary, including attorneys and accountants, and that he intends to be bound by the terms and conditions of this Agreement.

C. Confidentiality. DFS, Guglielmo and Bolton further agree that absent a court order or a requirement of Nevada law, they will each: (i) maintain the confidentiality of the amount of the settlement; (ii) maintain the confidentiality of the terms and provisions of the settlement; and (iii) maintain the confidentiality of the amount of offers, counter-offers, and terms of negotiations leading to this Agreement. If asked, all parties will only state that the matter "has been settled."

D. Partial Invalidity. In the event that any portion of this Agreement is deemed invalid or void under applicable existing law, then such portions are to be modified in the letter and spirit of the Agreement to the extent permitted by applicable law so as to be rendered valid.

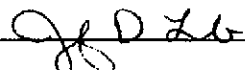
E. Entire Agreement; Modifications. The Agreement sets forth the entire understanding and agreement as to all disputes between the parties and supersedes any and all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written. No modifications, waivers or amendments of any kind will be considered valid unless they are evidenced by a writing executed by a duly authorized officer or attorney of DFS, Bolton and/or Guglielmo. The parties further expressly agree that their course of dealing with one another, past or present, cannot modify or alter this Agreement in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written next to their signatures.

  
\_\_\_\_\_  
Steve Bolton

Date: 4/18/2011

DB SERVICING CORPORATION, as Successor to  
DFS SERVICES LLC, f/k/a DISCOVER  
FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Its: Manager, Billing + Procurement

Date: 5/5/11

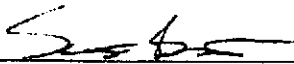
GUGLIELMO & ASSOC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written next to their signatures.

  
\_\_\_\_\_  
Steve Bolton

Date: 4/18/2011

DB SERVICING CORPORATION, as Successor to  
DFS SERVICES LLC, f/k/a DISCOVER  
FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

GUGLIELMO & ASSOC.

By:   
\_\_\_\_\_

Its: Director of Litigation

Date: 04/26/11

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

✓ FILED RECEIVED  
ENTERED SERVED ON  
COUNTELANUTS OF DEPT

2011 MAY 27 P 12:00

CLERK OF DISTRICT COURT  
DISTRICT OF NEVADA

**STEVE BOLTON PRO SE'**

**Plaintiff,**

**vs.**

**GUGLIELMO & ASSOC.; DISCOVER  
FINANCIAL SERVICES a.k.a DFS  
SERVICES, DISCOVER CARD, NB  
HOLDING ET AL, DISCOVER BANK,**

**Defendants.**

Case No. 2:11-cv-00387 \_\_\_\_\_ DEPUTY

**VOLUNTARY ORDER OF DISMISSAL  
WITH PREJUDICE AND WITHOUT  
COSTS OR FEES**

Plaintiff herein, Steve Bolton, having resolved all issues with Defendants and the Court otherwise being fully informed in the premises:

IT IS HEREBY ORDERED that the captioned matter be and hereby is, voluntarily dismissed with prejudice and without costs or fees to any party.

DATED June 7, 2011.

*James C. Mohan*  
\_\_\_\_\_  
U.S. District Court Judge

By: *Steven Bolton*  
\_\_\_\_\_  
Steven Bolton, Pro Se  
7542 Splashing Rock Dr.  
Las Vegas, NV 89131

Guglielmo & Associates  
Amy B. Leigh, Esq.  
Nevada Bar 12021  
3375 South Eastern Avenue, Suite 188A  
Las Vegas, Nevada 89169  
702.889.6009 x 2

May 19, 2011

United States District Court  
Quality Control  
District of Nevada  
333 Las Vegas Boulevard South Room 1334  
Las Vegas, NV 89101

STEVE BOLTON PRO SE'

Plaintiff,

v.

GUGLIELMO & ASSOC.; DISCOVER  
FINANCIAL SERVICES a.k.a. DFS  
SERVICES, DISCOVER CARD, NB  
HOLDING ET AL, DISCOVER BANK,  
Defendants.

Case No. 2:11-cv-00387

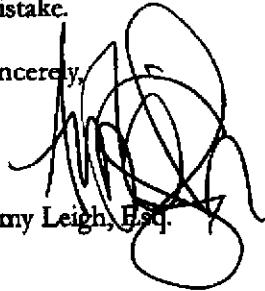
Dear Quality Control Personnel,

Please see the enclosed Voluntary Order of Dismissal With Prejudice and Without Costs or Fees, regarding 2:11-cv-00387, in which this firm is a named Defendant. I inadvertently signed the document on the line where the Judge is to sign. I have tried to contact the Plaintiff, Steve Bolton to ask him to sign another order, however, the phone number I have for him is disconnected and when I called his employer, I was told that I would not be able to speak with him or leave a message for him without having the department number, which I do not.

I would like to respectfully ask the court to enter the order, if possible, despite my mistake.

Sincerely,

Amy Leigh, Esq.

A handwritten signature in black ink, appearing to be 'Amy Leigh, Esq.', written over a circular stamp or seal.

From: "Christopher A. Cornwall" <CCornwall@dickinson-wright.com>  
Subject: **RE: Steve Bolton**  
Date: June 9, 2011 9:35:47 AM PDT  
To: Steven Bolton <sbolton7@centurylink.net>

I am in the process of following up on your email, but I think you misunderstood what I meant regarding the reporting of information. Discover is not taking weeks to report. Once Discover reports the information, the reporting agencies can take weeks to actually input and update the system.

I will provide an update as soon as I hear from the client.

Christopher A. Cornwall  
Dickinson Wright PLLC  
Detroit | Nashville | Washington, D.C. | Toronto | Las Vegas |  
Phoenix | Bloomfield Hills | Grand Rapids | Ann Arbor | Lansing

P 313.223.3530 | F 313.223.3598  
[www.dickinsonwright.com](http://www.dickinsonwright.com)  
ccornwall@dickinsonwright.com

**From:** Steven Bolton [mailto:sbolton7@centurylink.net]  
**Sent:** Thursday, June 09, 2011 12:22 PM  
**To:** Christopher A. Cornwall  
**Subject:** Re: Steve Bolton

Thank you for your response but the settlement agreement states they have 5 days. Also, they could have updated their system June 1. Please advise your client to take this matter seriously. I have done everything I said I would and I expect the same from Discover. Please contact Discover, find out when they are going to update the reporting agencies and let me know.

Thank you,  
Steve

On Jun 9, 2011, at 9:13 AM, Christopher A. Cornwall wrote:

Mr. Bolton,

Information provided to reporting agencies is not always updated quickly and sometimes takes several weeks. I will provide an update as soon as possible, but I assure you this matter is being handled per the terms of the Settlement Agreement.

Christopher Cornwall

Christopher A. Cornwall  
Dickinson Wright PLLC  
Detroit | Nashville | Washington, D.C. | Toronto | Las Vegas |  
Phoenix | Bloomfield Hills | Grand Rapids | Ann Arbor | Lansing

P 313.223.3530 | F 313.223.3598  
[www.dickinsonwright.com](http://www.dickinsonwright.com)  
ccornwall@dickinsonwright.com

---

**From:** Steven Bolton [mailto:sbolton7@centurylink.net]  
**Sent:** Thursday, June 09, 2011 10:50 AM  
**To:** Christopher A. Cornwall  
**Cc:** davidoppenheim@discover.com  
**Subject:** Steve Bolton

Hi Mr. Cornwall,

I ran my credit report this morning and found some very shocking information. Discover has NOT fulfilled their end of the signed settlement agreement. I expect this matter to be rectified immediately or I will retain legal council and prosecute for willful malice and other offenses. The information was taken from my credit report and is difficult to read but I bolded the parts that prove my frustration. Please speak to your client immediately or I will have the matter prosecuted. Again, our settlement agreement was to show Discover with a \$0 balance, closed. This is showing high on my credit report as a negative.

Thank you,  
 Steve Bolton

**DISCOVER FIN SVCS LLC Experian Equifax TransUnion Account Name: DISCOVER FIN SVCS LLC DISCOVER  
 CD DISCOVER FIN Account Number: 60110006XXXX 60110006XXXX 60110006XXXX Account Type: Revolving  
 Revolving Revolving Account Status: Closed UnPaid UnPaid Monthly Payment: - \$103 - Date Opened: 05/2008 05/2008  
 05/2008 Balance: \$5,120 \$5,120 \$5,120 Terms: High Balance: - \$9,100 \$8,720 Limit: \$9,100 - \$9,100 Past Due: \$122  
 \$122 \$122 Payment Status: 150 Days Late Chargeoff or Collection Chargeoff or Collection Comments: Account closed at  
 consumers request**

**Account closed at consumer's request and in dispute**

**Credit Card**

**Dispute of account information/closed by consumer**

**24- Month Payment History  Date:**

**Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May**

**09 09 09 09 09 09 10 10 10 10 10 10 10 10 10 10 10 10 11 11 11 11 11**

**Experian:**

**OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK 30 60 90 120 150 180 CO CO**

**Equifax:**

**OK OK OK 30 60 90 120 120 120 OK**

**1DISCOVER FIN SVCS LLCPayment statusDerogatoryCharged-offCharged-off  
 impact on scores High**

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The information contained in this e-mail, including any attachments, is confidential, intended only for the named recipient(s) and may be legally privileged. If you are not the intended recipient, please delete the e-mail and any attachments, destroy any printouts that you may have made and notify us immediately by return e-mail. Thank you.

In accordance with U.S. Treasury regulations, if this message contains advice concerning one or more Federal tax issues, it is not a formal legal opinion and may not be used by any person for the avoidance of Federal tax penalties.

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